

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FSI ARCHITECTURE P.C.,

Plaintiff,

-against-

ACHESON DOYLE PARTNERS

ARCHITECTURE P.C., et al.,

Defendants.

No. 19-CV-6829 (LAP)

ORDER

LORETTA A. PRESKA, Senior United States District Judge:

So far as the Court is able to tell, FSI Property Condition 1, ("The drawings, schedules and specifications as instruments of service are, and shall remain, the property of FSI whether the project for which they are prepared is executed or not."), appears in the contractual documents for the following projects: 26-28 W 11th St. Roof and Façade, 26 W 11th St. Vestibule, 28 W 11th St. Vestibule, 753 Washington St. Exterior, and 220-222 W 10th St. Façade (August 20, 2010).

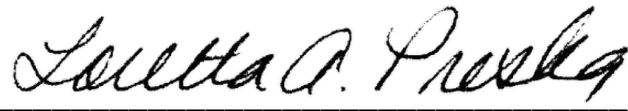
It appears that FSI Property Condition 2, ("FSI Architecture and FSI Architecture's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights."), appears in contractual documents for the following projects: 220-222 W 10th St. Façade (June 22, 2016), 11 Abingdon Sq. Façade, 345 W 12th St. Cornice and Roof.

It appears that the Terminable License Condition, ("Upon execution of this Agreement, FSI Architecture grants to the Client a nonexclusive license to reproduce our Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. . . . Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Client shall refrain from making further reproductions of Instruments of Service and shall return to FSI Architecture within seven days of termination all originals and reproductions in the Client's possession or control. The Client and FSI Architecture agree that the fair and reasonable value of the Instruments of Service is the value of the time expended by FSI Architecture in their creation."), appears in the contractual documents for the following projects: 220-222 W 10th St. Façade (June 22, 2016), 11 Abingdon Sq. Façade, 345 W 12th St. Cornice and Roof.

Counsel shall inform the Court at oral argument if the Court is mistaken as to any of the above.

SO ORDERED.

Dated: December 14, 2022
New York, New York

A handwritten signature in black ink, reading "Loretta A. Preska". The signature is written in a cursive, flowing style. The first name "Loretta" is written with a large, ornate capital 'L'. The middle initial "A." is written in a smaller, simpler cursive. The last name "Preska" is written with a capital 'P' and a trailing flourish.

LORETTA A. PRESKA

Senior United States District Judge